

DENNIS M. CAMPOS, SBN 050234
GOLDSBERRY, FREEMAN & GUZMAN, LLP
777 12th Street, Suite 250
Sacramento, CA 95814
Telephone: (916) 448-0448

Attorneys for Creditor
GLENN GROWERS

IN THE UNITED STATES BANKRUPTCY COURT
FOR EASTERN DISTRICT OF CALIFORNIA (SACRAMENTO)

In re)	Chapter 7
)	Case No. 09-33765-A-7.
California Storage Construction, Inc.,)	DC No. DMC-1
)	AFFIDAVIT IN SUPPORT OF MOTION
Debtor.)	FOR ORDER LIFTING STAY
)	
)	Date: 10/26/09
)	Time: 9:00 a.m.
)	Dept: 7th Floor, Ctrm 28
)	Judge: Hon. Michael J. McManus

I, DENNIS M. CAMPOS, declare:

I am an attorney licensed to practice in the State of California and in the United States District Court, Eastern District of California. I represent GLENN GROWERS in a lawsuit that is pending in Glenn County Superior Court, Case No. 07CV00516. Attached hereto as Exhibit A is a copy of the Cross-Complaint filed on behalf of GLENN GROWERS.

In that lawsuit, GLENN GROWERS seeks to recover damages from CALIFORNIA STORAGE CONSTRUCTION, INC. and other parties. The lawsuit arises from the construction of three (3) grain storage bin silos which sunk and tilted and damaged and destroyed all of the mechanical systems attached thereto. The amount in controversy is in excess of Two Million Dollars (\$2,000,000.00). Attached hereto as Exhibit B is a copy of Notice of Bankruptcy purportedly filed on behalf of CALIFORNIA STORAGE CONSTRUCTION, INC. in the Glenn County Superior Court action which was misdirected to my old law firm despite the filing of a Substitution of Attorneys in the Glenn County action and provided to me by counsel for one of the

1 other parties to the Glenn County litigation.

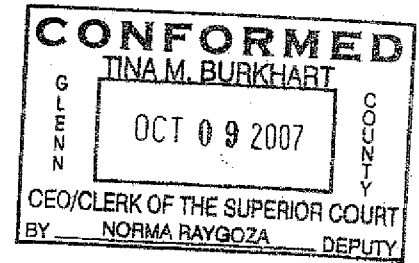
2 It is respectfully requested that this Court lift the Automatic Stay Order so that GLENN
3 GROWERS can proceed in the Glenn County Superior Court action to sever CALIFORNIA
4 CONSTRUCTION, INC., and then proceed on its Cross-Complaint as to the other parties in that
5 lawsuit. There would be no further action as to CALIFORNIA STORAGE CONSTRUCTION,
6 INC. pending further order of this Court.

7 Executed on September 15, 2009, at Sacramento, California.

8 I declare under penalty of perjury under the laws of the United States that the foregoing is
9 true and correct.

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11 
12 DENNIS M. CAMPOS
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EXHIBIT A



DENNIS M. CAMPOS (SBN 050234)
RIEGELS CAMPOS & KENYON LLP
2500 Venture Oaks Way, Suite 220
Sacramento, CA 95833
Telephone: (916) 779-7100

Attorneys for Defendant and
Cross-Complainant GLENN GROWERS

CONSOLIDATED SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF GLENN

CALIFORNIA STORAGE CONSTRUCTION,
CALIFORNIA STORAGE CONSTRUCTION,
INC., individually and dba VALLEY
FABRICATING & STEEL and VALLEY
FABRICATING, INC.

Plaintiff,

vs.

GLENN GROWERS, a California corporation;
and DOES 1 through 20, inclusive

Defendant and Cross-
Complainant.

GLENN GROWERS, a California corporation;

Cross-Complainant

vs.

CALIFORNIA STORAGE CONSTRUCTION,
INC., CALIFORNIA STORAGE
CONSTRUCTION, INC., dba VALLEY
FABRICATING & STEEL, VALLEY
FABRICATING, INC., TABOR
CONSULTANTS and DOES 1 through 20,
inclusive,

Cross-Defendants.

No. 07CV00516

**CROSS-COMPLAINT FOR
DAMAGES:**

BREACH OF CONTRACT

NEGLIGENCE

PROFESSIONAL NEGLIGENCE

1
2 Cross-Complainant alleges:

3 **FIRST CAUSE OF ACTION**

4 **BREACH OF CONTRACT**

5 1. Cross-Complainant is a corporation organized and existing under the laws of the
6 State of California with its principal place of business in the County of Glenn, State of
7 California.

8 2. The true names and capacities of Cross-Defendants named herein as Does 1
9 through 20, inclusive, are unknown to Cross-Complainant who, therefore, sues these Cross-
10 Defendants pursuant to the provisions of Code of Civil Procedure §474 by such fictitious
11 names. Cross-Complainant will amend this Cross-Complaint to allege true names and
12 capacities when the same have been ascertained. Cross-Complainant is informed and believes,
13 and thereon alleges, that each of the fictitiously named Cross-Defendants is legally responsible
14 for the acts and occurrences herein alleged and that the damages claimed were the legal result
15 of such actionable conduct of each Cross-Defendant.

16 3. Cross-Complainant is informed and believes, and thereon alleges, that at all times
17 herein mentioned, each Cross-Defendant was the agent, employee or joint venturer of the other
18 Cross-Defendants, and in doing the things alleged, was acting within the course and scope of
19 such agency, employment or joint venture. Each Cross-Defendant has authorized, ratified and
20 approved the acts of each remaining Cross-Defendant.

21 4. During the times mentioned herein, Cross-Defendants were doing business in the
22 State of California, including the County of Glenn.

23 5. On or about February 22, 2005, Cross-Complainant and Cross-Defendant,
24 CALIFORNIA STORAGE CONSTRUCTION, INC., entered into a written contract pursuant
25 to which CALIFORNIA STORAGE CONSTRUCTION, INC., as contractor, undertook to
26 furnish all labor and materials to construct and complete in a good, workmanlike and
27 substantial manner concrete slip form silos and other related equipment as set forth in **Exhibit**
28

1 1, which is attached hereto and incorporated by reference, which contract was entered into in
2 Glenn County, the terms of which were to be performed in Glenn County, on and at property
3 located in Glenn County.

4 6. By said contract, Cross-Defendants undertook the duty and obligation to careful
5 examine and ascertain the nature and location of the project; the condition of the ground on
6 which the project was to be erected; the character, quality and quantity of the materials,
7 equipment and facilities necessary to complete the project; and all other matters that in any
8 way could affect the performance of the contract by Cross-Defendants.

9 7. Complainant has performed all conditions and promises under the agreement on
10 its part except as to matters excused from performance as a result of breach of contract and
11 other actionable conduct of Cross-Defendants and each of them.

12 8. Cross-Defendant California Storage Construction, Inc., and remaining Cross-
13 Defendants acting in concert have breached the contract because they failed to furnish all labor
14 and materials to construct and complete in a good, workmanlike and substantial manner
15 concrete slip formed silos and other related equipment and failed to have the project ready to
16 receive and store rice by no later than August 31, 2005.

17 9. Cross-Defendant, California Storage Construction, Inc., and the remaining Cross-
18 Defendants acting in concert breached the obligation to carefully examine the nature and
19 location of the project; the condition of the ground on which the project was to be erected; the
20 character, quality and quantity of the materials, equipment and facilities necessary to complete
21 the project; the general and local conditions pertaining to the project; and all other matters that
22 would in any way affect the performance of the contract.

23 10. As the result of the acts and omissions of Cross-Defendants, Cross-Complainant
24 has been damaged by the failure of Cross-Defendants to timely complete and present the
25 project for use and by the failure by Cross-Defendants to construct and complete in a good,
26 workmanlike or substantial manner the concrete silos and equipment related thereto. The
27 structures have sunk and tilted and the mechanical equipment thereto deformed, detached and
28 was rendered inoperable.

1 11. Despite the reasonable efforts of Cross-Complainant to mitigate its damages,
2 Cross-Complainant has sustained damages as the legal result of breach of contract by cross-
3 defendants in an amount not yet ascertained but continuing to increase and in a minimum
4 amount in excess of \$1-million.

5 12. Cross-Complainant is entitled to recover its attorneys fees and costs herein.

6 **SECOND CAUSE OF ACTION**

7 **BREACH OF CONTRACT**

8 13. Cross-Complainant incorporates by reference all allegations in Paragraph 1
9 through 12 of the Cross-Complaint set forth above.

10 14. On or about February 22, 2005, Cross-Complainant and Cross-Defendants,
11 California Storage Construction, Inc., dba Valley Fabricating & Steel and Valley Fabricating,
12 Inc., entered into a written contract for fabrication and installation in a good, workmanlike and
13 substantial manner the equipment related to the new concrete silos to be constructed by
14 California Storage Construction, Inc., as set forth in **Exhibit 2** attached hereto and
15 incorporated by reference, which contract was entered into in Glenn County, to be performed
16 in Glenn County on property located in Glenn County.

17 15. By this contract, Cross-Defendants undertook by careful examination to
18 ascertain: The nature and location of the project; the condition of the ground on which the
19 project was to be erected; the character, quality and quantity of the materials, equipment and
20 facilities necessary to complete the project; the general and local conditions pertaining to the
21 project; and all other matters that in any way could affect the performance of the contract by
22 Cross-Defendants.

23 16. Cross-Complainants have performed all conditions, covenants and promises
24 under this written contract except those excused because of the breach of contract and
25 violation of legal duties by Cross-Defendants.

26 17. Cross-Defendant Valley Fabricating and Steel, Cross-Defendant Valley
27 Fabricating, Inc., and remaining Cross-Defendants acting in concert breached the contract by
28 having failed to furnish all labor and materials for construction and completion in a good,

1 workmanlike and substantial manner, equipment related to the new concrete silos identified
2 above.

3 18. Cross-Defendant Valley Fabricating and Steel, Cross-Defendant Valley
4 Fabricating Inc., and remaining Cross-Defendants acting in concert breached their obligation
5 to carefully examine the nature and location of the project; the condition of the ground on
6 which the project was to be erected; the character, quality and quantity of the materials,
7 equipment and facilities necessary to complete the project; the general and local conditions
8 pertaining to the project; and all other matters that would in any way affect the performance of
9 the contract.

10 19. As the result of the acts and omission of Cross-Defendants in breaching
11 contractual and other legal obligations, Cross-Complainant has been damaged by the failure of
12 Cross-Defendants to timely complete and present the project for use and by the failure of
13 Cross-Defendants to install in a good, workmanlike or substantial manner equipment relating
14 to the concrete silos.

15 20. Despite its reasonable efforts to mitigate damages, Cross-Complainant has
16 sustained damages as the legal result of breach of contract and violation of other legal duties
17 by Cross-Defendants in an amount not yet ascertained but continuing to increase and in a
18 minimum amount in excess of \$1-million.

19 21. Cross-Complainant is entitled to attorneys fees and costs.

20 **THIRD CAUSE OF ACTION**

21 **NEGLIGENCE**

22 22. Cross-Complainant incorporates by reference the allegations set forth in
23 Paragraph 1 through 21 above.

24 23 In establishing the relationship with Cross-Complainant, Cross-Defendants
25 undertook a legal duty to perform their obligations in conformance with the standard of care
26 imposed by law.

1 24. Cross-Defendants negligently and wrongfully performed their activities such that
2 the concrete grand silos experienced subsidence and tilting and the mechanical equipment
3 attached thereto became inoperable.

4 25. As the legal result of negligence and otherwise actionable conduct of Cross-
5 Defendants, Plaintiff has been damaged by loss of use of the silos, costs incurred in
6 investigating and in attempting to mitigate damages, attorneys fees defending against this
7 spurious complaint filed on behalf of Plaintiffs, and prosecuting a Cross-Complaint for
8 damages in amounts not yet ascertained but all of which are in excess of \$1-million.

9 **FOURTH CAUSE OF ACTION**

10 **PROFESSIONAL NEGLIGENCE**

11 26. Cross-Complainant incorporates the allegations set forth in Paragraphs 1 through
12 25 set forth above.

13 27. Cross-Defendant TABOR CONSULTANTS holds itself out as an entity with
14 engineers and geologists providing geotechnical engineering services, site review, soils testing
15 and grading observation.

16 28. Cross-Defendant TABOR CONSULTANTS undertook to provide professional
17 services to carefully examine and ascertain the nature and location of the project; the condition
18 of the ground on which the project was to be erected; the character, quality and quantity of the
19 soil; the general and local soil and geotechnic conditions pertaining to the project; and other
20 matters that would affect the construction and performance of the project.

21 29. Cross-Defendants and each of them undertook their obligations solely because of
22 the results of their examination of these matters and not because of any representation
23 pertaining to the project or completion of the project made by Cross-Complainant or any agent
24 of Cross-Complainant.

25 30. Cross-Complainant paid TABOR CONSULTANTS directly for its professional
26 services.

27 31. Cross-Defendant, TABOR CONSULTANTS negligently and wrongfully
28 discharged its obligations and failed to reasonably investigate and provide recommendations

1 concerning the subject project, failed to comply with the applicable standard of care, and
2 thereby caused damages to Cross-Complainant in an amount not yet ascertained but in excess
3 of \$1-million and increasing.

4 WHEREFORE, Cross-Complainant prays for judgment on each cause of action as
5 follows:

- 6 1. Damages according to proof in excess of \$1-million;
- 7 2. Damages for loss of use and loss profits;
- 8 3. Reimbursement for costs incurred in attempting to mitigate damages according to
9 proof;
- 10 4. Attorneys fees;
- 11 5. Interest on damages experienced by Cross-Complainant at the legal rate from the
12 time of breach of contract and continuing;
- 13 6. Costs of suit.
- 14 7. For such other relief as the Court deems proper.

15
16 Dated: October 5, 2007

RIEGELS CAMPOS & KENYON LLP

17 By *Dennis M. Campos*
18 DENNIS M. CAMPOS
19 Attorney for Defendant and
20 Cross-Complainant.
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PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Riegels, Campos & Kenyon, LLP, 2500 Venture Oaks Way, Suite 220, Sacramento, CA 95833. On the date set forth below, I served the following document(s) by the method indicated below:

CROSS-COMPLAINT FOR DAMAGES:

BREACH OF CONTRACT, NEGLIGENCE AND PROFESSIONAL NEGLIGENCE

- ☐ by transmitting via facsimile on this date from fax number (916) 779-7120 the document(s) listed above to the fax number(s) set forth below. The transmission was completed before 5:00 p.m. and was reported complete and without error. The transmission report, which is attached to this proof of service, was properly issued by the transmitting fax machine. Service by fax was made by agreement of the parties, confirmed in writing. The transmitting fax machine complies with Cal.R.Ct 2003(3).
- ☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Sacramento, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in this Declaration.
- ☐ by placing the document(s) listed above in a sealed envelope(s) and by causing personal delivery of the envelope(s) to the person(s) at the address(es) set forth below. A signed proof of service by the process server or delivery service will be filed shortly.
- ☐ by placing the document(s) listed above in a sealed envelope(s) and consigning it to an express mail service for guaranteed delivery on the next business day following the date of consignment to the address(es) set forth below. A copy of the consignment slip is attached to this proof of service.

DAVID J. MURRAY
Law Offices of David J. Murray
341 Broadway, Suite 407
Chico, CA 95928

Attorney for Plaintiffs

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 5, 2007, at Sacramento, California.


ELIZABETH M. SANDOVAL

EXHIBIT B

Douglas B. Jacobs, 084153
JACOBS, ANDERSON, POTTER & CHAPLIN
20 Independence Circle
Chico, CA 959723
Phone: 530-342-6144
Fax: 530-342-6310

Attorney for CALIFORNIA STORAGE
CONSTRUCTION, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF GLENN**

In re:

Case No: 07CV00516

CALIFORNIA STORAGE CONSTRUCTION,
CALIFORNIA STORAGE CONSTRUCTION,
INC., individually and dba VALLEY
FABRICATING & STEEL, and VALLEY
FABRICATING, INC.,

NOTICE OF BANKRUPTCY

Plaintiff,

v.

GLENN GROWERS, a California Corporation;
and DOES 1 through 20, inclusive,

Defendant and Cross
Complainant.

AND RELATED CROSS-ACTIONS.

To: The court and the parties herein:

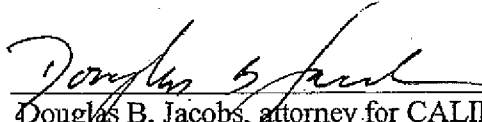
NOTICE IS HEREBY GIVEN that defendant **CALIFORNIA SORAGE
CONRUCTION, INC.** has filed a bankruptcy petition in the United States Bankruptcy Court
for the Eastern District of California, a copy of page one of the bankruptcy petition is attached
hereto as Exhibit A and incorporated herein by this reference, thereby invoking the provisions
of the automatic stay under Section 362 of the Bankruptcy code 11 U.S.C.

Debtor's Name: California Storage Construction, Inc.

Bankruptcy Case No: 09-33765

Date Petition filed: 7/02/09

Dated: July 2, 2009



Douglas B. Jacobs, attorney for CALIFORNIA
STORAGE CONSTRUCTION, INC.

EXHIBIT A

United States Bankruptcy Court Eastern District of California		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): California Storage Construction, Inc.	Name of Joint Debtor (Spouse) (Last, First, Middle):	
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):	
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 68-0038451	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):	
Street Address of Debtor (No. & Street, City, State & Zip Code): 2288 Ivy Street Chico, CA	Street Address of Joint Debtor (No. & Street, City, State & Zip Code):	
ZIPCODE 95928	ZIPCODE	
County of Residence or of the Principal Place of Business: Butte	County of Residence or of the Principal Place of Business:	
Mailing Address of Debtor (if different from street address):	Mailing Address of Joint Debtor (if different from street address):	
ZIPCODE	ZIPCODE	
Location of Principal Assets of Business Debtor (if different from street address above): 2288 Ivy Street, Chico, CA		
ZIPCODE 95928		

Type of Debtor (Form of Organization) (Check one box.) <input type="checkbox"/> Individual (includes Joint Debtors) See Exhibit D on page 2 of this form. <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding
Nature of Debts (Check one box.) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.		
Tax-Exempt Entity (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).		

Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (Applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (Applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts owed to non-insiders or affiliates are less than \$2,190,000. Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
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Statistical/Administrative Information <input type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input checked="" type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.	THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000	<div style="font-size: 1.2em; font-weight: bold;">2009-33765</div> <div style="font-weight: bold;">FILED</div> <div style="font-weight: bold;">July 02, 2009</div> <div style="font-weight: bold;">8:05 AM</div> <div style="font-weight: bold;">RELIEF ORDERED</div> <div style="font-size: 0.8em;">CLERK, U.S. BANKRUPTCY COURT EASTERN DISTRICT OF CALIFORNIA</div> <div style="font-size: 0.7em;">0001932140</div>
Estimated Assets <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1,000,000 <input type="checkbox"/> \$1,000,001 to \$10,000,000 <input type="checkbox"/> \$10,000,001 to \$50,000,000 <input type="checkbox"/> \$50,000,001 to \$100,000,000 <input type="checkbox"/> \$100,000,001 to \$500,000,000 <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	
Estimated Liabilities <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input checked="" type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1,000,000 <input type="checkbox"/> \$1,000,001 to \$10,000,000 <input type="checkbox"/> \$10,000,001 to \$50,000,000 <input type="checkbox"/> \$50,000,001 to \$100,000,000 <input type="checkbox"/> \$100,000,001 to \$500,000,000 <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	

EXHIBIT A
PAGE 1 OF 1

1 Re: CALIFORNIA STORAGE CONSTRUCTION, et al. v. GLENN GROWERS, et al.
2 Case No: 07CV00516

3 **PROOF OF SERVICE**

4 I am a citizen of the United States and a resident of the County of Butte. I am
5 over the age of 18 years and not a party to the within action; my business address is 20
6 Independence Circle, Chico, CA 95973. On this date, July 2, 2009, I served the
7 foregoing document(s) described as:

8 *Notice of Bankruptcy*
9 *Exhibit "A"*

10 on the parties below by placing a true copy thereof in a sealed envelope and served
11 same on the parties/counsel, addressed as follows:

12 HANSON, BRIDGETT, MARCUS, VLAHOS & RUDY, LLP
13 425 Market Street, 26th Floor
14 San Francisco, CA 94105

15 RIEGELS CAMPOS & KENYON LLP
16 2500 Venture Oaks Way, Suite 220
17 Sacramento, CA 95833

18 The following is the procedure in which service of the document was effected:

19 X U.S. Postal Service (placing such envelope(s) with postage thereon fully
20 prepaid in the designated area for outgoing mail in accordance with this
21 office's practice, whereby the mail is deposited in the U.S. mailbox in the
22 City of Chico, California before the close of the day's business).

23 Federal Express

24 U.P.S. Next Day Air

25 FAX

 Personal Service

I declare under penalty of perjury that the foregoing is true and correct and this
document is executed at Chico, California on July 2, 2009.

Bridgette Campbell
Bridgette Campbell